

COOPERATIVE MANAGEMENT AGREEMENT
between
NATIONAL PARK SERVICE
and
GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
for the
MANAGEMENT OF SALT RIVER BAY NATIONAL HISTORICAL PARK
AND ECOLOGICAL PRESERVE AT ST. CROIX, VIRGIN ISLANDS

ARTICLE I - BACKGROUND AND OBJECTIVES

This Cooperative Management Agreement (Agreement) is entered into by and between the National Park Service, Department of the Interior (NPS) and the Government of the Virgin Islands of the United States (GVI).

In 1992 Congress passed the Omnibus Insular Areas Act of 1992, 102 Public Law 247. Title 1 of this public law (referred to herein as "the Act") is known as the Salt River Bay National Historical Park and Ecological Preserve at St. Croix, Virgin Islands, Act of 1992. A copy of the Act is attached hereto as Exhibit A and incorporated herein by reference.

The Salt River National Historical Park and Ecological Preserve (the Park) was initially to comprise 912 acres of land, waters, submerged lands, and interests therein as shown on a map entitled "Salt River Study Area – Alternative C" in the "Alternatives Study and Environmental Assessment for the Columbus Landing Site, St. Croix, Virgin Islands" prepared by NPS and dated June 1990. The boundary of the Park now encompasses 1,015 acres, of which 55 acres are fast lands belonging to GVI, 600 acres are open waters belonging to GVI, 255 acres are fast lands belonging to the United States under the management of NPS, and the remainder is held privately. Within the Park, GVI operates and manages the Salt River Bay Marine Reserve and Wildlife Sanctuary (the Sanctuary).

In Section 103 of the Act, Congress established the Park in order to preserve, protect, and interpret, for the benefit of present and future generations, certain nationally significant historical, cultural and natural sites and resources in the Virgin Islands. Section 105(a) of the Act stipulates that the Park is to be managed in accordance with all laws applicable to units of the National Park System and to the Park, including without limitation, the National Historic Preservation Act, the Archaeological Resources Protection Act and the National Park Service Organic Act (see <http://www.nps.gov/legal/index.htm> for copies of the specifically referenced laws).

The Act contemplated joint management of the area within the Park by NPS and GVI, such management being necessary because not all real property and interests therein belonged to NPS. This intent of the Act is illustrated by provisions of the Act such as Section 106(b)(1), which established the Salt River National Historical Park and Ecological Preserve Commission (the Commission) to make recommendations about joint management of the Park. The Commission was comprised of representatives of NPS and GVI. Further evidence of this Congressional intent of joint management is found in Section 105(d) of the Act, which provides for training of GVI employees engaged in the joint management of the Park. Moreover, Section 102 of the Act sets forth a finding by Congress that the Salt River Bay area of the Virgin Islands was "worthy of a *comprehensive preservation effort* that should be carried out *in partnership between the Federal Government and the Government of the United States Virgin Islands.*"

The historical, cultural, archeological and ecological resources of the Salt River Bay area have international significance. The Salt River Bay area has been a national natural landmark since 1980 and meets the criteria for designation as a world heritage site. In order to preserve, protect and interpret these resources for current and future generations, as well as to carry out the intent of Congress regarding joint management of the Park., NPS and GVI desire to cooperate to manage the lands and waters within the Park's boundary in a manner that will create and perpetuate its operation as a world class park.

In 1995, in order to ensure proper protection, development and management of the Park, NPS and GVI developed a Land Protection Plan (the LPP). The LPP outlined land acquisition priorities within the boundary of the Park. A copy of the current LPP is attached to this Agreement as Exhibit B and incorporated herein by reference.

In order to ensure proper management of the Park, Section 105(c) of the Act charged NPS with the task of developing a General Management Plan (GMP) to describe the appropriate protection, management, uses, and development of the Park in a way that achieves the purposes of the Act. The GMP is to be developed with public involvement , and in consultation with GVI.

The purpose of this Agreement is to set forth the roles and responsibilities of NPS and GVI in managing the Park and to document the formation of a cooperative management partnership for the Park. Further, with respect to the GMP, the purpose of this Agreement is to set forth provisions generally defining management at the Park and to set forth provisions for the development of a planning process to implement the GMP.

ARTICLE II. - AUTHORITY

NPS enters into this Agreement pursuant to the authorities provided in (1) Section 105(b) of the Act, which provides that NPS may enter into cooperative agreements with GVI for the management of the Park and other purposes; and (2) 16 U.S.C. 1a-2(l) (Cooperative Management Agreements), which allows NPS and state governments to enter into agreements for cooperative management of adjacent state and federal parks in order to allow for more effective and efficient management of the parks. GVI enters into this Agreement pursuant to the authorities provided in the Act.

ARTICLE III. - STATEMENT OF WORK

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A. GVI agrees to:

1. Designate the Commissioner of the Department of Planning and Natural Resources (DPNR) to serve as the operations manager (GVI Operations Manager) and as GVI counterpart to the NPS operations manager (NPS Operations Manager), designated below, to provide general and broad coordination between the parties, including coordination of the implementation of the terms of this Agreement. GVI will also designate an alternate operations manager to serve in case the Commissioner of DPNR is unavailable to serve in the capacity of GVI Operations Manager.
2. Designate and make available appropriate GVI employees whose primary assignment will be to work at the Park in cooperation with NPS employees in all phases of Park operations and management.
3. Pay the cost of training for all GVI employees working at the Park.
4. Pay all salaries, benefits and associated employment costs for all GVI employees working at the Park.
5. Provide information to private property owners, developers, realtors, and others, regarding the laws, regulations and policies that affect land uses within the boundaries of the Park. GVI shall also provide

building permits) from private parties for activities within the boundaries of the Park or abutting the boundaries of the Park. The GVI will seek input and assistance from NPS on the permits prior to issuance and work jointly with NPS to ensure that GVI permits issued are consistent with the protection of the Park's resources. Further, GVI shall consider the laws, regulations and policies that may affect land uses within the boundaries of the Park during the permitting process and when issuing a permit, particularly when such permit would allow a change in land use within the boundaries of the Park.

6. Work with the Virgin Islands Legislature to pass laws necessary so NPS and GVI have concurrent jurisdiction over all fast lands, waters, and submerged lands within the boundary of the Park whether those lands, waters and submerged lands are owned or managed by GVI or NPS.
7. Promulgate rules and regulations for the operation and management of the Sanctuary that are consistent with the purposes of the Act, this Agreement, and all laws and regulations applicable to units of the National Park System and to the Park, as such laws and regulations may from time to time be amended. Such laws shall include, but shall not be limited to, the National Historic Preservation Act, the Archaeological Resources Protection Act and the National Park Service Organic Act, which laws can be found at <http://www.nps.gov/legal/index.htm>).
8. Participate on a planning team for the Park's GMP (GMP Planning Team), which obligation shall include providing GVI staff to work on the GMP Planning Team, including, but not limited to, staff from the DPNR. The purpose of the GMP Planning Team shall be to develop procedures and processes for developing a draft GMP once funding for development is appropriated to NPS.

B. The NPS agrees to:

1. Designate the Superintendent of the Christiansted National Historical Site, Buck Island Reef National Monument and Salt River Bay National Historical Park and Ecological Preserve to serve as the NPS Operations Manager and as the NPS counterpart to GVI Operations Manager, designated above, to coordinate and implement the terms of this Agreement. NPS will also designate an alternate operations manager to serve in case the Superintendent is unavailable to serve in the capacity of NPS Operations Manager.
2. Designate and make available appropriate NPS employees whose primary assignment is to work at the Park with GVI employees in all phases of Park operations and management.
3. Pay all salaries, benefits and associated employment costs for all NPS employees of the Park.
4. Pay all training costs for NPS employees of the Park.
5. Assist GVI in providing training in park operations and management to GVI employees working at the Park, as well as assist GVI in identifying sources of funding to pay for training. As set forth below, however, GVI recognizes that NPS has no federally appropriated funds to provide for or pay for such training.
6. Provide funding and overall direction for the development of the GMP.

1. NPS and GVI will undertake all actions under this Agreement in a manner that is consistent and compatible with the purposes, objectives and operations of the Park.
2. The NPS Operations Manager will oversee and manage activities that occur on fast lands, waters, or submerged lands (collectively, the Lands) within or adjacent to the Park boundary (collectively, the Lands) that are owned or controlled by the United States. The GVI Operations Manager will oversee and manage activities that occur on the Lands that are owned or controlled by GVI. Each government will be responsible for day-to-day park operations in their respective Lands, in accordance with applicable Federal and Territorial laws, regulations, guidelines, policies, and directives.
3. NPS and GVI will keep each other informed about projects and activities, including, but not limited to, design and installation of signage, design and installation of interpretive exhibits, and construction of improvements, on the Lands owned, controlled, or under the independent, separate lawful jurisdiction of each and which are within the Park's boundary or adjacent to that boundary. NPS and GVI will each designate an employee(s) to work with an employee(s) of the other government on each such project or activity to ensure that the project or activity is consistent with the purposes of the Act, this Agreement and other standards adopted herein for the joint management of the Park.
4. The NPS Operations Manager and GVI Operations Manager will each designate staff to accomplish the specific coordination activities required by this Agreement and to accomplish other activities necessary to implement this Agreement, and shall make such staff available for such purposes to the extent personnel and budgetary resources permit. Employees designated to accomplish activities under this Agreement shall work together to develop joint plans, including, without limitation, joint plans (i) for the cooperative sharing of personnel, equipment, and operations space as necessary for implementing this Agreement; (ii) for coordination of planning of specific projects or activities; (iii) for achievement of compliance with applicable laws governing GVI and NPS; and (iv) for gathering and sharing data about the Park and its resources. Each party will designate an employee(s) to work on the GMP Planning Team. NPS and GVI shall implement these joint plans to the extent permissible under applicable laws.
5. Any joint plans developed pursuant to Article III, Section C, paragraph 4 of this Agreement, which provide for either party to assist the other by transfer of monies or something of value, and any specific requests for such assistance, must be explicitly approved by the NPS Operations Manager and GVI Operations Manager. Similarly, any joint plans providing for sharing of personnel, equipment or operations space must be approved and no such plans may be implemented unless personnel and funding is available for such purposes.
6. NPS and GVI will jointly develop a work force development plan to determine the type and amount of staffing needed to manage the Park and to set forth how all divisions of the Park, for example, Interpretive Services, should be appropriately staffed. The plan will assist the parties in determining priorities for filling positions, as and when funding for such hiring becomes available.
7. NPS and GVI will develop and implement a training curriculum for NPS and GVI employees to ensure that all employees working in the Park have the information and skills necessary to manage the Lands of each government in accordance with the standards applicable to units of the National Park System. Each government shall ensure that its employees receive training sufficient to meet NPS minimum training requirements for employees in each applicable job category or position. Other training may be identified and provided as appropriate. The obligations regarding training are subject to funding constraints set forth in Article III, Section B, Paragraph 5.

guidance, each seek land acquisition funds and expend such funds prudently and in a fiscally responsible manner. Land acquisition expenditures shall be made, to the extent practicable, in accordance with the LPP (as it may from time to time be amended). Each government will keep the other informed of all land acquisition and facility development initiatives and efforts. These efforts will be consistent with the provisions of the LPP and the GMP current at the time the efforts are undertaken.

9. NPS and GVI will each designate appropriate staff to jointly review proposals submitted for research within the boundaries of the Park. These employees will form a team to review research proposals and will recommend whether a permit should be issued by either government to implement a research proposal
10. NPS and GVI will jointly identify appropriate uses for monetary donations to either party for the Park and for income from fees collected by either party resulting from activities in and on the Lands, such as commercial and non-commercial activities allowed through special use permits, contracts, or concessions. However, uses of such donations and fee income must comply with the applicable laws, regulations and guidance of both parties governing the use of such donations or fee income.
11. NPS and GVI will jointly identify projects that potential funding entities, such as Friends Groups, community organizations, and individuals might fund or undertake in the Park. Relationships with such entities, including, but not limited to approaching the groups and presenting projects, shall be governed by each party's applicable laws, regulations and guidance.
12. Upon receipt of funding to develop the GMP, NPS and GVI shall jointly prepare a draft GMP in accordance with the procedures and processes recommended by the GMP Planning Team. The GMP will be completed and submitted to Congress for approval within three (3) years of receipt of funds for development of the GMP, as provided in Section 105 (c) of the Act. The GMP will provide a framework for operations and development of the Park over the next fifteen (15) to twenty (20) years. The GMP will be developed in accordance with NPS Management Policies (2006), as the same may be from time to time be amended. The draft GMP will address, but not be limited to, the following topics: cultural and natural resource management, resource protection, interpretation and education, recreation, commercial services, visitor use and training of employees.
13. NPS and GVI will jointly update the LPP every 3 to 5 years and make each updated LPP available to the public.
14. NPS and GVI will each provide the other with the text of and design for all public educational materials, websites, promotional materials, and informational and warning signs to be posted within the boundary of the Park. All official signs and web connectivity will follow NPS standards. Notwithstanding the foregoing, each party will have the ultimate right to determine the actual text and design to be used in any public educational materials, websites, promotional materials, and informational and warning signs developed by that party.

ARTICLE IV. TERM OF AGREEMENT

This Agreement shall expire five (5) years from the date (the Effective Date) on which the last party to sign the Agreement does so sign, unless it is terminated earlier pursuant to the provisions of Article X of this Agreement or of any applicable Federal or Territorial law or regulation.

Key officials (Key Officials) are essential to ensure maximum coordination and communications between the parties regarding activities being performed pursuant to this Agreement. As of the Effective Date, the Key Officials shall be as follows:

NATIONAL PARK SERVICE

Joel A. Tutein, Superintendent and NPS Operations Manager
Christiansted NHS/Buck Island Reef NM/
Salt River Bay NHP & EP
2100 Church Street, #100
Christiansted, St. Croix, VI 00820
(340) 773-1460

GOVERNMENT OF THE VIRGIN ISLANDS

Honorable Commissioner Robert Mathes, GVI Operations Manager
Department of Planning and Natural Resources
45 Mars Hill
Frederiksted, St. Croix, VI 00840
(340) 773-1082 or (340) 773-3450

All written communications from one party to the other shall be provided to the recipient's Key Official. Neither the NPS nor GVI may make any permanent change in the designation of its Key Official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the implementation of this Agreement. Any permanent change in either party's designation of its Key Official will be made only by modification to this Agreement.

ARTICLE VI. EXPENDITURE OF FUNDS

Nothing in the Agreement shall be construed as obligating the NPS and GVI to expend any funds excess of appropriations for the purposes of this Agreement authorized by law. This Agreement does not obligate either party to transfer funds or anything of value to the other party. Transfer of funds or anything of value from NPS to GVI in furtherance of this Agreement shall be authorized by individual cooperative agreements, which may have individual task orders. Each such agreement shall include a description of the project, the authority for the expenditure/transfer, the specific funding source and amount(s), the requirements for funds to be reimbursed or advanced, and the names, addresses, and telephone numbers of contact persons. Any such agreements obligating NPS to transfer funds or anything of value will be developed and administered in accordance with applicable Federal laws and regulations governing cooperative agreements and grants. Notwithstanding the foregoing, the NPS may, to the extent permitted by applicable law and regulations, provide non-appropriated funds to assist in the training of GVI employees. Funds for training will be paid on behalf of GVI employee(s) directly to the training institution at the time GVI employee registers for approved training. Currently, without specific appropriations for providing training, NPS may use only non-appropriated funds for training of GVI employees.

ARTICLE VII. PRIOR APPROVAL

Prior approvals by either party are set forth elsewhere in this Agreement.

ARTICLE VIII. LIABILITY

The parties accept responsibility for any property damage, injury or death, caused by the acts or omissions of their respective employees, acting within the scope of their employment, to the fullest extent permitted by law.

ARTICLE IX. PROPERTY UTILIZATION AND DISPOSITION

Unless otherwise agreed to in writing by the parties, any property furnished by one party to the other shall remain the property of the furnishing party. Each party shall be responsible for the acquisition and disposition of its property in accordance with each party's governmental authorizations and requirements. However, any property furnished by the NPS to GVI shall be used and disposed of as set forth in NPS' regulations on management of personal property.

ARTICLE X. MODIFICATION AND TERMINATION

Either party may terminate this Agreement by providing the other party with ninety (180) days advance written notice. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences. This Agreement may also be terminated by written agreement of the parties.

ARTICLE XI. AGENCY

Neither party is an agent or representative of the other party's government and neither will represent itself to third parties as such an agent or representative.

ARTICLE XII. MERGER

The Agreement contains the parties' sole and entire agreement. No oral representations of any nature form the basis of or may amend this Agreement.

ARTICLE XIII. WAIVER

The failure to enforce any provision of this Agreement by either party will not constitute waiver of that provision or a waiver of a claim for subsequent breach of the same type or a waiver of any other term of this Agreement. The waiver of any provision must be expressed and evidenced in writing.

ARTICLE XIV. COMPLIANCE WITH APPLICABLE LAWS

This Agreement and its performance are subject to all laws, regulations and management policies governing the NPS, including those applicable to NPS property and resources, and the laws, regulations and policies of GVI, whether now in force or later enacted or promulgated. Nothing in this Agreement will be construed in any way as impairing the NPS' general powers for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.

ARTICLE XV. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement will nonetheless remain in effect.

ARTICLE XVI. SECTION HEADINGS

Section heading contained in the Agreement are for convenience only and will not be considered in interpreting or construing this Agreement.

1. Non-Discrimination: All activities pursuant to this Agreement shall be undertaken in compliance with the provisions of Executive Order 11246, as it may from time to time be amended; the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d, et seq.); title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination in Employment Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 et seq.), as these may from time to time be amended; and the requirements of all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, sexual orientation, religion or sex.
2. Lobbying Prohibition: The parties will abide by the provisions of 18 U.S.C. § 1913 (Lobbying with Appropriated Moneys). No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
3. Appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341): Nothing herein contained shall be construed as binding the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or as creating any obligation for the further expenditure of money in excess of such appropriations.
4. Publication of Results of Studies: No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
5. Control and Supervision of Employees: Employees of each party shall at all times remain under the authority and control of that party's supervisors. As a result of this Agreement, the employees of either party shall not under any circumstances be considered employees, agents or "borrowed servants" of the other party.
6. Law Applicable to Employee: Employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of Agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
7. Disability or Death of Employees: Any employee of GVI who participates in activities under this Agreement and who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the State.
8. Liability for Employee Actions: Duties and actions undertaken by NPS personnel pursuant to and in compliance with the terms of this Agreement shall be deemed as occurring within the scope of their

federal employment; and duties and actions undertaken by GVI personnel pursuant to and in compliance with the terms of this Agreement shall be deemed as occurring within the scope of their employment. Neither NPS nor GVI assumes liability for duties and/or actions undertaken by personnel of the other unless such actions are undertaken at the direction of and under the direct supervision of the other.

9. Responsibility for Costs and Expenses: Except as otherwise provided herein or as otherwise negotiated on a case-by-case basis, any expenses incurred by either party in satisfaction of this Agreement shall be borne by the party incurring such expenses. Pursuant to the foregoing, each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for those costs from the other.
10. Waiver of Claims: To the extent permitted by applicable law and authorities, each party hereby waives any and all claims, demands, and causes of action against the other party and its employees, and releases the other party and its employees from any and all liability, arising out of or resulting from activities under this Agreement, including, but not limited to, liability for loss, damage and personal injury (including death) to each other's property, employees, agents and contractors occurring in the performance of this Agreement. Each party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlements, judgments, assessed costs, or fees (including attorney's fees). Any such liability to third parties which may arise from the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the NPS and under the laws of the United States Virgin Islands as to GVI.
11. Fiscal Responsibility: GVI shall be under no obligation to incur expenditures in excess of local authorization.

ARTICLE XVIII. AUTHORIZING SIGNATURES

Agreed Upon and Approved by:

DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Signature

Name

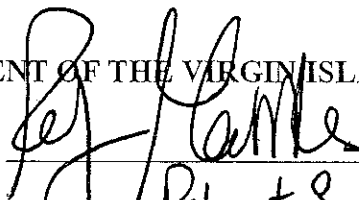
Title

Date

Joel A. Luteri
Joel A. Luteri
Superintendent
11/20/09

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

Signature



Name

Robert S. Matthes

Title

Commissioner DPNR

Date

11/20/09